

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA

FILED UNDER SEAL

v.

Case No. 25-MJ-306 (DTS)

HIBO DAAR

AFFIDAVIT IN SUPPORT OF A CRIMINAL COMPLAINT

I, Travis Wilmer, being first duly sworn, hereby depose and state as follows:

INTRODUCTION AND AGENT BACKGROUND

1. I have been employed as a Special Agent with the Federal Bureau of Investigation (FBI) since November 8, 2021.

2. As a Special Agent, my primary duties and responsibilities consist of conducting investigations of individuals and businesses for possible violations of federal laws. I am presently assigned to the FBI's Minneapolis, Minnesota field office where I am a member of the Complex Financial Crimes Squad.

3. During my employment as a Special Agent, I have conducted and participated in investigations of varying degrees involving mail fraud, wire fraud, fraud against the government, money laundering, and other criminal acts, including criminal schemes where individuals misappropriate money from the investing public. Furthermore, in the course of my training and experience, I have become familiar with the types of records businesses typically maintain in the course of their regular activity, including ledgers, journals, invoices, receipts, and bank documents.

4. I am an "investigative or law enforcement officer" of the United States within the meaning of 18 U.S.C. § 2510(7), and am empowered by 18 U.S.C §§ 3052

and 3107 to conduct investigations of, and to make arrests for, violations of federal criminal statutes.

5. This affidavit is based on my personal knowledge, interviews of witnesses, physical surveillance, information received from other law enforcement agents, my experience and training, and the experience of other agents. Because this affidavit is being submitted for the limited purpose of establishing probable cause in support of the requested complaint and arrest warrant, I have not included each and every fact known to me concerning this investigation. I have set forth only the facts that I believe are necessary to establish probable cause to believe that Hibo Daar violated Title 18, United States Code, Section 1343.

PROBABLE CAUSE

6. Hibo Daar is a target in an expansive federal investigation into the fraudulent theft of millions of taxpayer dollars from the Federal Child Nutrition Program by Feeding Our Future and hundreds of related entities and individuals. As discussed herein, evidence uncovered in this ongoing investigation indicates that Daar participated in the food program under Feeding Our Future's sponsorship and, in that role, submitted fraudulent meal counts and thereby received taxpayer-funded reimbursements to which she was not entitled. Her actions in support of that scheme violated 18 U.S.C. § 1343.

A. The Federal Child Nutrition Programs

7. This case relates to an ongoing investigation into a scheme to defraud United States Department of Agriculture ("USDA") programs that provide federal

funding to nutrition programs for children and low-income individuals across the nation. The USDA operates two such programs—the Summer Food Service Program and the Child and Adult Care Food Program.

8. The Food and Nutrition Service is an agency of the United States Department of Agriculture that administers various federal child nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, “the Federal Child Nutrition Program”).

9. The Summer Food Service Program (“SFSP”) is a federal program established to ensure that children continue to receive nutritious meals when school is not in session. The Summer Food Service Program reimburses non-profit organizations and other participating entities that serve free healthy meals and snacks to children and teens in low-income areas.

10. The Child and Adult Care Food Program (“CACFP”) is a federal program that reimburses non-profit organizations and other participating entities that serve healthy meals and snacks to children and adults at participating childcare centers, daycares, and after-school programs.

11. The Federal Child Nutrition Program operates throughout the United States. The USDA’s Food and Nutrition Service administers the program at the national and regional levels by distributing federal funds to state governments, which provide oversight over the Federal Child Nutrition Program.

12. The Minnesota Department of Education (“MDE”) administers the Federal Child Nutrition Program in Minnesota.

13. Meals funded by the Federal Child Nutrition Program are served by “sites.” Each site participating in the Federal Child Nutrition Program must be sponsored by a sponsoring organization that is authorized to participate in the Federal Child Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.

14. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA then provides federal reimbursement funds on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursement to the sites under its sponsorship. The sponsoring agency retains 10 to 15 percent of the funds as an administrative fee in exchange for sponsoring the sites, submitting reimbursement claims, and disbursing the federal funds.

15. Historically, the Federal Child Nutrition Program has generally functioned by providing meals to children involved in educational-based programs or activities. During the Covid-19 pandemic, however, the USDA waived some of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, USDA allowed for-profit restaurants to participate in the program. It also allowed for off-site food distribution to children outside of educational programs. At the same time, the state government’s stay-at-home order and telework policies made it more difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

B. Feeding Our Future Operated As a Fraudulent Sponsor

16. Feeding Our Future was a Minnesota non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Aimee Bock was the founder and Executive Director of Feeding Our Future. Feeding Our Future was an approved sponsor of the Federal Child Nutrition Program.

17. Prior to the onset of the Covid-19 pandemic, Feeding Our Future was a small non-profit that sponsored the participation of Minnesota daycares and after school programs in the Federal Child Nutrition Program.

18. Beginning in approximately April 2020, Feeding Our Future dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. Feeding Our Future went from receiving and disbursing approximately \$3.4 million in federal funds to sites under its sponsorship in 2019 to approximately \$200 million in 2021.

19. Aimee Bock oversaw a scheme to defraud, carried out by sites under the sponsorship of Feeding Our Future. Aimee Bock and Feeding Our Future sponsored entities that submitted fraudulent reimbursement claims and fake documentation. In 2020 and 2021, Aimee Bock and her company sponsored the opening of more than 250 Federal Child Nutrition Program sites, knowing that the sites were submitting fraudulent claims. Those claims inflated the counts of meals purportedly served to children and thereby claimed larger reimbursements than the sites were entitled to receive.

20. In exchange for sponsoring the sites' fraudulent participation in the program, Feeding Our Future received nearly \$18 million in Federal Child Nutrition Program funds as administrative fees in 2021. Because the amount of administrative fees it received was based on the amount of federal funds received by sites under its sponsorship, Feeding Our Future received tens of millions of dollars in administrative fees to which it was not entitled, due to its sponsorship and facilitation of fraudulent sites participating in the program.

C. Kickback Schemes Operated by Bock and FoF Employees

21. In addition to receiving tens of millions of dollars in administrative fees, Feeding Our Future employees solicited and received bribes and kickbacks from individuals and sites under the sponsorship of Feeding Our Future. In effect, Feeding Our Future operated a "pay-to-play" scheme in which individuals seeking to operate fraudulent sites under the sponsorship of Feeding Our Future had to kick back a portion of their fraudulent proceeds to Feeding Our Future employees. Many of these kickbacks were paid in cash or disguised as "consulting fees" paid to shell companies created by Feeding Our Future employees to conceal the true nature of the payments and to make them appear legitimate.

22. Aimee Bock was one of the people that solicited and received such kickbacks. For example, in exchange for Feeding Our Future's sponsorship of a food site at Lido Restaurant in Faribault, Minnesota, Bock demanded and received from Lido's owners \$30,000 monthly bribes. Similarly, in exchange for sponsoring a network of food sites operated by the owners of Safari Restaurant in Minneapolis,

Bock received \$310,000 from Safari's owners, which those owners and Bock attempted to disguise as payment for the purchase of a daycare.

23. Feeding Our Future employee Abdikerm Eidleh created and used several entities to receive and conceal bribe and kickback payments, including:

a. Bridge Consulting and Logistics LLC, a company that Eidleh registered on or about November 24, 2020;

b. Bridge Logistics LLC, a company that Eidleh registered on or about December 4, 2020;

c. Hope Suppliers LLC, a company that Eidleh registered on or about December 14, 2020; and

d. Eidleh Inc., a company that Eidleh registered on or about August 20, 2018.

24. A review of bank records shows that Eidleh opened accounts on behalf of these entities and used them to receive more than \$3 million in kickbacks from entities participating in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

25. Feeding Our Future employee Hadith Ahmed also solicited and received bribe and kickback payments, including through a shell company he created called Mizal Consulting LLC. According to bank records and to admissions Ahmed has made to investigators, Ahmed received more than \$1 million in kickbacks from entities participating in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

26. Feeding Our Future employee or contractor Ikram Mohamed also solicited and received bribe and kickback payments, including through IM Consultation LLC, which Mohamed registered with the Minnesota Secretary of State on or about March 10, 2021. Hadith Ahmed has provided information to investigators indicating that Ikram Mohamed (who was Ahmed's former colleague at Feeding Our Future) accepted cash kickbacks and was involved in creating false documents to support fraudulent claims to receive funds from the Federal Child Nutrition Program.¹ Hadith Ahmed also told investigators that Ikram Mohamed apparently set up food distribution sites using her family members as proxies for the organizations.

27. The investigation further indicates that, together with her family members, including Suleman Mohamed, Ikram Mohamed used a company called Star Distribution LLC as a purported food vendor. However, the investigation indicates that Star Distribution LLC provided inflated invoices (used to substantiate fraudulent meal counts at various food sites). Star Distribution received approximately \$4.9 million in Federal Child Nutrition Program funds directly from Feeding Our Future.

¹ Hadith Ahmed has met with investigators on multiple occasions both before and after he was charged and pleaded guilty (as discussed below). No promises have been made to Ahmed, although Ahmed is cooperating in hopes of receiving a reduced sentence. Ahmed has not been paid for his cooperation.

D. Operation of Hundreds of Food Sites Under Feeding Our Future

28. In January 2022, law enforcement working on this investigation executed about two dozen search warrants on physical locations across the greater Twin Cities metro area. Those locations included purported food sites under Feeding Our Future's sponsorship, as well as the Feeding Our Future offices and the businesses and homes of individuals purportedly working, whether as site operators, vendors, or both, within the food program.

29. By this time, Feeding Our Future's fraudulent activities in the food program were extensive. In 2021, Feeding Our Future had about 300 food sites operating under its supervision. In that year alone, Feeding Our Future's sites claimed entitlement to approximately \$200,000,000 in taxpayer dollars.

30. Investigators have concluded that at least dozens and dozens of those sites under Feeding Our Future's sponsorship operated fraudulently. Most of those sites engaged in similar, fraudulent conduct by generating fake documentation to support phony reimbursement claims. In particular, these sites generated: fake or inflated meal counts, sometimes falsely representing to have provided thousands of meals to children every day; fake or inflated rosters, purporting to represent the children served, but which were in fact populated wholly or in part with fake names; and fake or inflated invoices, falsely purporting to detail food purchased by the site operators.

31. The operators of those fraudulent food sites collected their phony paperwork and sent it, typically on a monthly basis, to Feeding Our Future—their

sponsor in the food program. As established at trial in *United States v. Bock*, Aimee Bock knew that much of that paperwork was fraudulent and yet she still submitted the associated claims to MDE for reimbursement. As discussed above, the investigation has concluded that other Feeding Out Future personnel knew about this scheme and actively participated in it.

E. Charges and Convictions

32. On or about September 13, 2022, a federal grand jury returned six indictments charging more than 40 defendants with participating in a scheme to defraud the Federal Child Nutrition Program.

33. Since that time, federal grand juries have returned additional indictments charging additional defendants in this scheme. To date, between those indictments and five criminal informations, 70 defendants have been charged.

34. 38 of those charged defendants have entered guilty pleas for their participation in this scheme, and another 6 defendants have been convicted of one or more felonies after jury trial.


35. In particular, on or about October 13, 2022, in 22-CR-238 (NEB), Hadith Ahmed pleaded guilty to conspiracy to commit wire fraud. In his plea agreement, Ahmed admitted, among other things, that he “solicited and accepted kickback payments from a number of sites under the sponsorship of Feeding Our Future” and that he “created and used a shell company to receive and conceal the kickback payments.”

36. During April, May, and June 2024, in *United States v. Farah, et al.*, 22-CR-124 (NEB/DJS), the government tried, and a jury convicted, Abdiaziz Farah, Mohamed Ismail, Abdimajid Nur, Mukhtar Shariff, and Hayat Nur on, variously, counts of wire fraud, wire fraud conspiracy, federal programs bribery, conspiracy to commit federal programs bribery, money laundering, and money laundering conspiracy. Two other defendants were found not guilty.

37. During February and March 2025, in *United States v. Bock, et. al.*, 22-CR-223 (NEB/DTS), the government tried, and a jury convicted, Aimee Bock and Salim Said. Both of those defendants were convicted of wire fraud, wire fraud conspiracy, federal programs bribery, and conspiracy to commit federal programs bribery. In addition, Salim Said was convicted of money laundering and money laundering conspiracy.

F. Hibo Daar Operated a Food Site Called Northside Wellness Under the Sponsorship of Feeding Our Future

38. According to documents obtained during a warranted search of Feeding Our Future's office, Hibo Daar applied in November 2020 to operate a food site under Feeding Our Future's sponsorship located at a purported business called Northside Wellness Center. Those records identify Daar as the Center and site's "Executive Director." (According to Secretary of State records, Daar incorporated Northside Wellness as a legal entity in November 2019.) The personal identifiers provided for Daar in those FoF records—i.e., her home address in Eden Prairie and her DOB—match information for Daar found in Minnesota DVS records.

SPONSOR INFORMATION						
Sponsor	FEEDING OUR FUTURE			ID Number	2000010264	
Program	NORTH SIDE WELLNESS CENTER			Date	10/10/2020	
PROGRAM'S RESPONSIBLE PRINCIPALS						
Name	HIBO DAAR		Position	EXECUTIVE DIRECTOR	Birthday	
Home Address	8090 EDEN RD		City, State, Zip		EDENPRAIRIE, MN 55344	
Employer	HENNEPIN SENIOR CENTER				Title	
Family/Business Relationships						
Voting Board Member		Term Dates (If a Board Member)		Compensation for serving on board?		
Name	Martin Mohamed		Position	Board	Birthday	
Home Address			City, State, Zip			
Employer					Title	
Family/Business Relationships						
Voting Board Member		Term Dates (If a Board Member)		Compensation for serving on board?		
Name	Anab Daar		Position	Board	Birthday	
Home Address	8090 Eden Rd #150		City, State, Zip		Eden Prairie MN 55344	
Employer					Title	
Family/Business Relationships						
Voting Board Member		Term Dates (If a Board Member)		Compensation for serving on board?		
VERIFIED BY FEEDING OUR FUTURE						
Signature				Date	NOV 23 2020	

Record Seized from Feeding Our Future's Offices

39. Feeding Our Future's records indicate that it sponsored Northside's participation in the food program over a span of several months, starting as early as October 2020 and continuing through at least October 2021.

40. During its participation in the program, Northside Wellness claimed to serve hundreds of thousands of meals to children. In the month of January 2021, for example, Northside claimed to have served about 52,000 meals to children. By April 2021, Northside was claiming to serve about 40,000 meals to children every week.

41. On many or all of Northside's meal counts forms (i.e., the forms on which sites are supposed to document the meals provided to children and for which they are seeking reimbursement from the sponsor), the signature certifying the claims' accuracy reads: "HIBO DAAR."



FEEDING OUR FUTURE

AFTERSCHOOL MEAL COUNTS – CLICKER

Sponsor	FEEDING OUR FUTURE	Email	clm@feedingourfuture.org					Phone	612.345.4922	
Site	Northside Middle	Supervisor	Hibo Daar					Week of	4/18/2021	
Meal Type	SUPPER					SNACK				
Available Meals	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL		
Number of meals received/prepared	2789	2809	2801	2805	2807	2806	2801	17627		
Number of meals from yesterday										
Meal Counts	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL		
Number of first meals served to children	2789	2809	2801	2805	2807	2806	2801	17627		
Number of second meals served to children (not measured)	1									
Number of meals served to program adults and volunteers	1									
Number of meals served to non-program adults (not measured)	1									
Number of children requesting meals if food is gone	1									
Food	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL		
FOOD TEMPERATURE	100									
Number of non-reusable, incomplete or damaged meals	1									
Number of leftover meals	1									
Initials of person taking daily meal count certifying that the information is true and accurate	HD									
SITE SUPERVISOR: By signing, I certify that the above information is true and accurate										
Signature	Hibo Daar						Date	5/1/2021		

Example of Northside Meal Count Sheet Bearing Signature: "Hibo Daar"

42. In the April 2021 meal counts for Northside, for example—from which the image above is drawn—Daar claims to have fed about 5,600 meals (suppers and snacks) to children nearly every day of month of April 2021. On every one of those days, Daar claims to have served exactly the number of meals that were prepared

that day. That is, there is no day on which Daar's operation purportedly prepared more meals than they distributed.

43. Via the warranted search of emails from Google, investigators have found that some of the meal count forms ostensibly signed by Hibo Daar were then apparently submitted to Feeding Our Future by Daar via email.

From: Hibo Daar <info.northsidewellnesscenter@gmail.com>
To: CACFP Claims <claims@feedingourfuturemn.org>, Aimee Bock
 <Aimee@feedingourfuturemn.org>
Subject: Fwd: AprilMealCount(Billing) Part 1
Date: Thu, 06 May 2021 11:51:56 -0500
Attachments: Scan2021-05-04_171207_004.jpg; Scan2021-05-04_171207.jpg; Scan2021-05-04_171207_002.jpg; Scan2021-05-04_171207_001.jpg; Scan2021-05-04_171207_003.jpg

Hi, Good Morning,
 Attached is April billing for meal count.
 Please let me know if you have any questions or concerns.

Thanks
Hibo Daar
 Executive Director
 North Side Wellness Center
 970 E Hennepin Ave Minneapolis, MN 55414
 Phone: 612-532-2985 Fax: 612- 200-960
 Email: info.Northsidewellnesscenter@gmail.com

Email from "Hibo Daar" to Aimee Bock and others at Feeding Our Future, attaching documents that include the meal count form shown immediately above

From: **Hibo Daar** <info.northsidewellnesscenter@gmail.com>
Date: Fri, Feb 26, 2021 at 1:30 PM
Subject: Fwd: MealCounts
To: <Aimee@feedingourfuturemn.org>, <Hadith@feedingourfuturemn.org>

Hi Aimee/Hadith
Attached is the Januaary after school meals counts for Northside wellness center
Please let me know if you have any Questions or concerns.

Thank you

Hibo Daar
Excutive Director
North side wellness center
970 E Hennepin Ave Minneapolis, MN 55414
Phone: 612-532-2985 Fax: 612- 200-960
Email: Hdaar@Northsidewellnesscenter.org

Email from "Hibo Daar" to Aimee Bock and Hadith Ahmed at Feeding Our Future, attaching meal counts for the month of January 2021

G. Hibo Daar's Northside Wellness Used Fraudulent Invoices to Support Northside's Reimbursement Claims

44. The records seized from Feeding Our Future's offices also include several invoices purportedly for food for use in the food program purchased by Northside Wellness.

45. Evidence obtained in this ongoing investigation indicates that many of those invoices are inflated or fraudulent.

46. Some of those invoices were from Alif Halal. Alif Halal LLC was operated by a woman named Hoda Abdi. In April 2024, Abdi pleaded guilty to a criminal information charging her with wire fraud conspiracy. Abdi has admitted to

law enforcement that she used Alif Halal to create fraudulent invoices or receipts for food that misrepresented or inflated the quantities of food actually purchased.²

47. Abdi also admitted that she created such fraudulent receipts for Northside Wellness in particular.

² Hoda Abdi has met with investigators on multiple occasions. No promises have been made to Abdi, although Abdi is cooperating in hopes of receiving a reduced sentence. Abdi has not been paid for her cooperation.



ALIF HALAL

Jumbo Onions Box 50lbs x 21	\$270.69
Utility Potatoes 80ct- 50lbs x 21	\$263.13
Junbo Carrots 25lbs x 21	\$262.29
Fuji Apple 56/64ct x 21	\$767.13
Large Plum Tomatoes 25 Lbs x 21	\$356.58
Greeb Bell Pepers x 35	\$717.85
Tuna Can Box 24 x 100	\$2,352.00
Milk 1% Bulk 4 x 100	\$1,116.00
Milk 2% Bulk 4 x 100	\$1,116.00
GM Cheerios Whole Grain Oats 18 OZ x 100	\$369.00
Kellogg's Rice Krispies 12 OZ x 100	\$299.00

Portion of Alif Halal invoice found in Feeding Our Future file collecting Northside Wellness documentation

48. Other of the invoices directed to Northside Wellness and found in Feeding Our Future files were from Premuim [sic] Fresh Produce LLC. From the investigation and from testimony adduced at the *U.S. v. Bock* trial, my understanding is that fraudulent food sites operating under Feeding Our Future's sponsorship often purported to substantiate their reimbursement claims by submitting, among other paperwork, fraudulent invoices from Premuim Fresh. From my understanding of those invoices and my review of the Premuim Fresh invoices to Northside Wellness

found in Feeding Our Future's records, I believe some or all of those invoices to be fraudulent. Like the other Premuim Fresh invoices identified in the broader investigation that law enforcement believe to be false, these invoices purport to document incredible sales. For example, according to four of the Premuim Fresh invoices purportedly billed to Northside Wellness, just in January 2021, Northside Wellness purchased nearly 3,000 gallons of milk.

49. The investigation indicates that Hibo Daar was personally involved in the submission of these kinds of invoices, including from Alif Halal and Premuim Fresh, to Feeding Our Future in support of Northside's claims for reimbursement.

50. For example, on October 20, 2021, an email from "Hibo Daar" to Aimee Bock attached "September invoices." Those included invoices from Premuim [sic] Fresh and from Alif Halal.

From: Hibo Daar <info.northsidewellnesscenter@gmail.com>
To: farhia@feedingourfuturemn.org, Aimee Bock <Aimee@feedingourfuturemn.org>
Subject: September Food Invoice
Date: Wed, 20 Oct 2021 16:14:01 -0500
Attachments: SeptemberInvoices.pdf

Hello-
 Please see the attached September invoices.

Thanks

Email from Hibo Daar to Feeding Our Future, attaching "September invoices"

51. Evidence from the investigation indicates that the email account Aimee@feedingourfuturemn.org—the email to which Daar apparently sent the emails above, among others—was hosted by Google. Investigation evidence also

indicates, including from interviews with and testimony from Google representatives, that in 2020 and 2021, Google did not have any servers supporting its email services in the state of Minnesota, meaning that emails sent to Google-hosted emails in that period necessarily traveled across state lines to be received in Minnesota.

H. Hibo Daar's Northside Wellness Appears to Spend Relatively Little Money on Food

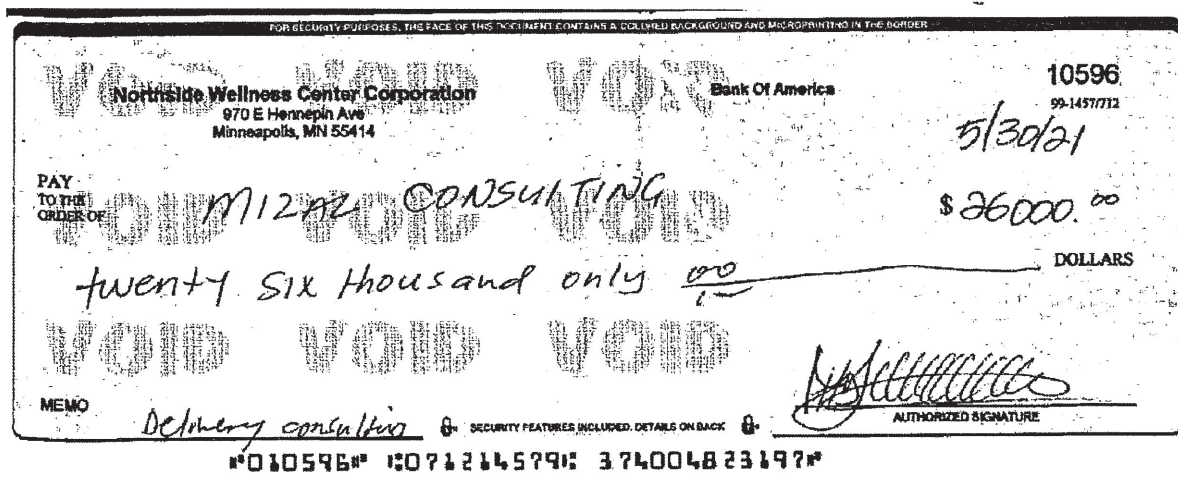
52. I believe the Northside Wellness meal counts identified above, and others submitted to Feeding Our Future for reimbursement to Northside Wellness, to be partly or wholly fraudulent. This belief relies in part on a forensic examination conducted by FBI forensic accountants on the Bank of America checking account held in the name of Northside Wellness Center Corporation. Those records indicate that Hibo Daar is the sole signatory on that account.

53. Over the period analyzed (November 20, 2020, through January 12, 2023), virtually all of the money deposited into Northside's account came from Feeding Our Future. That is, in this period, Northside deposited about \$1,780,000 purportedly received as reimbursements for serving meals to children. However, in that same period, Northside only spent from this account a marginal amount—approximately less than \$2,000—on food. From my work on this investigation and my interviews of witnesses who worked at legitimate food distribution sites during the period in question, I do not believe Northside could have on that budget actually provided the numbers of meals for which it claimed reimbursements. To be clear, about \$500,000 of Northside's funds in this period went to Premium Fresh Produce,

but based on my knowledge of that entity, including as discussed above, and the use of fraudulent invoices from that entity by many other sites in this broader scheme, I do not believe that \$500,000 to represent legitimate food purchases.

54. The forensic analysis indicates that, rather than purchase sufficient food to feed the claimed meals, Northside principally made payments to individuals, including: Hibo Daar (about \$110,000); Jamal Hassan (directly and indirectly, about \$193,000); and Hoda Abdi, the owner of Alif Halal who has acknowledged providing Northside with phony receipts (\$10,000).

55. In addition, Northside Wellness paid three checks, totaling \$72,000, to Hadith Ahmed (directly and to his shell company, Mizal Consulting). The memo lines from those checks state different versions of “consulting” “delivery” and/or “office services.” But Ahmed has told investigators that he did not provide Northside any such services. Instead, my understanding from Ahmed and from investigators’ review of the financials described above is that these payments were kickbacks paid by Northside in exchange for Feeding Our Future’s continued sponsorship in the food program.



NORTHSIDE WELLNESS CENTER CORPORATION 7800 METRO PARKWAY SUITE 210-2 BLOOMINGTON MN 55425		963 71-1457/712 MN 311
DATE <u>06/21/2021</u>		
PAY TO THE ORDER OF	<u>Mizal Consulting</u>	\$ <u>26,000.00</u>
	<u>Twenty Six Thousand only</u>	DOLLARS
BANK OF AMERICA ACH R/T 071214570		
FOR	<u>Consulting/Adm</u>	
⑆000963⑆ ⑆071214579⑆ 374004823197⑆		

NORTHSIDE WELLNESS CENTER CORPORATION 7800 METRO PARKWAY SUITE 210-2 BLOOMINGTON MN 55425		981 71-1457/712 MN 311
DATE <u>07/19/2021</u>		
PAY TO THE ORDER OF	<u>HADITH Y AHMED</u>	\$ <u>20,000.00</u>
	<u>twenty thousand dollars only</u>	DOLLARS
BANK OF AMERICA ACH R/T 071214570		
FOR	<u>Office Services</u>	
⑆000963⑆ ⑆071214579⑆ 374004823197⑆		

I. Law Enforcement Contacts Hibo Daar Related to This Investigation, and She Books a Flight to Dubai

56. In April 2025, law enforcement attempted to serve Northside Wellness (care of Hibo Daar) a grand jury subpoena for documents. The subpoena sought, among other things, records of Northside Wellness—again, the entity that Daar registered with the Minnesota Secretary of State in November 2019—related to Northside's participation in the food program. Daar directed law enforcement to her attorney, who then engaged in a series of conversation with law enforcement between about April 30, 2025, and about May 15, 2025. In those discussions, law enforcement advised Daar's counsel that she is a target in this investigation and that she may be

charged with one or more crimes arising from her participation in the federal child nutrition programs under the sponsorship of Feeding Our Future. Law enforcement invited Daar, through counsel, to come sit for an interview. Counsel neither accepted nor declined that invitation, but counsel did accept service of the records subpoena.

57. Beginning in the morning of May 22, 2025, law enforcement executed a search warrant on New Vision Foundation—another purported food site that operated under Feeding Our Future’s sponsorship. By that afternoon, Minnesota Public Radio and the Sahan Journal had published news articles reporting on this search and describing it as part of the Feeding Our Future investigation.

58. That same day, Hibo Daar booked a trip on Delta airlines to Dubai, with a layover in Amsterdam. That flight is scheduled to depart on May 25, 2025, from Minneapolis-St. Paul. She is scheduled to return to MSP on June 2.³

³ Based on my training and experience, and the training and experience of other agents involved in the investigation, I know that individuals fleeing the country to avoid arrest or prosecution will often book round-trip airplane tickets to hide the fact that they do not intend to return to the United States.


CONCLUSION

59. Based on the foregoing, I submit there is probable cause to believe that Hibo Daar has violated 18 U.S.C. § 1343 (wire fraud).



Special Agent Travis Wilmer
United States Department of Justice
Federal Bureau of Investigation

SUBSCRIBED and SWORN before me
by reliable electronic means (Zoom and
email) pursuant to Fed. R. Crim. P. 41(d)(3)
on May 23, 2025



THE HONORABLE DAVID T. SCHULTZ
UNITED STATES MAGISTRATE JUDGE